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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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09/922,489

08/06/2001

Khai Hee Kwan

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11/29/2007

EXAMINER

MEINECKE DIAZ, SUSANNA M

ART UNIT

PAPER NUMBER

3692

MAIL DATE

DELIVERY MODE

11/29/2007

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

09/922,489

Applicant(s)

KWAN, KHAI HEE

Examiner

Susanna M. Diaz

Art Unit

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 18 September 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 30-33, 35, 36, 51, 54-56 and 58-72 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 30-33, 35, 36, 51, 54-56 and 58-72 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- ☐ Notice of References Cited (PTO-892)
- ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____
- ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date _____
- ☐ Notice of Informal Patent Application
- ☐ Other: _____

DETAILED ACTION

1. This final Office action is responsive to Applicant's amendment filed September 18, 2007, election filed August 8, 2007, and arguments filed April 29, 2007.

Applicant has elected Invention I without traverse. This restriction requirement is made final. Non-elected claims 73-75 have been cancelled.

Claims 30-33, 35, 36, 51, 54-56, and 58-72 are presented for examination.

2. The previous rejections under 35 U.S.C. § 112, 2nd paragraph are withdrawn in response to Applicant's claim amendments.

Response to Arguments

3. Applicant's arguments filed April 29, 2007 have been fully considered but they are not persuasive.

Regarding claims 30, 60, and 66, Applicant argues that Cincotta fails to teach that the "user selects the course and institution at the time of purchasing the option before the option is even created." (Page 14 of Applicant's arguments) The Examiner submits that these features are not explicitly recited in the claims. Even though a "selected course" is recited, the claims never require that the course and institution be selected by the user at the time of purchasing the option and before the option is created.

Regarding claims 30, 60, and 66, Applicant argues that Cincotta allows a user to purchase credit hours toward a course at various institutions (pages 14-15 of

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Applicant's arguments); however, it is not clear to which limitation(s) this argument is directed. As discussed above, the claims never require that the course and institution be selected by the user at the time of purchasing the option. (The Applicant argues these points on pages 30-34 as well.)

On page 16 of Applicant's arguments, Applicant submits that, unlike Cincotta, the claimed invention's "user may only exercise the option upon being admitted by said selected institution." The claimed invention only requires that the education option be used with the condition of being offered admission to a selected course at a selected institution, without any limitation placed on when the course and institution are selected. Similarly, Cincotta provides participants with call options that give the participants a right to purchase a specified measure of educational services in the future (§ 27). Once the beneficiary decides where he/she will be attending college and which classes he/she will be taking, for example, then the call options may be exercised (§§ 25-27).

On page 16 of Applicant's arguments, Applicant argues that Cincotta fails to calculate a premium. The Examiner respectfully disagrees. §§ 25-36 of Cincotta explain how various factors are taken into account when setting a premium, including a measure of educational services needed in the future and the amount of money needed to purchase the forward contracts necessary to cover the options. A determination of a monetary premium to be paid necessarily requires a calculation of the premium. Furthermore, as currently recited, the calculations do not require that a course and institution be selected at the time of purchase of the option.

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On page 17 of Applicant's arguments, Applicant argues that Cincotta fails to disclose a database with first data of volatility. This limitation was only recently amended into the claims and will be addressed in the revised art rejection below.

Regarding Official Notice, Applicant requests that the examiner provide an affidavit or references (page 22 of Applicant's arguments); however, Applicant does not explain why it is felt that the Official Notice statements are erroneous in nature.

Examiner notes the following discussion of Official Notice taken from the MPEP:

To adequately traverse such a finding, an applicant must specifically point out the supposed errors in the examiner's action, which would include stating why the noticed fact is not considered to be common knowledge or well-known in the art. See 37 CFR 1.111(b). See also *Chevenard*, 139 F.2d at 713, 60 USPQ at 241 ("[I]n the absence of any demand by appellant for the examiner to produce authority for his statement, we will not consider this contention."). A general allegation that the claims define a patentable invention without any reference to the examiner's assertion of official notice would be inadequate. If applicant adequately traverses the examiner's assertion of official notice, the examiner must provide documentary evidence in the next Office action if the rejection is to be maintained. See 37 CFR 1.104(c)(2). See also *Zurko*, 258 F.3d at 1386, 59 USPQ2d at 1697 ("[T]he Board [or examiner] must point to some concrete evidence in the record in support of these findings" to satisfy the substantial evidence test). If the examiner is relying on personal knowledge to support the finding of what is known in the art, the examiner must provide an affidavit or declaration setting forth specific factual statements and explanation to support the finding. See 37 CFR 1.104(d)(2). If applicant does not traverse the examiner's assertion of official notice or applicant's traverse is not adequate, the examiner should clearly indicate in the next Office action that the common knowledge or well-known in the art statement is taken to be admitted prior art because applicant either failed to traverse the examiner's assertion of official notice or that the traverse was inadequate. If the traverse was inadequate,

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the examiner should include an explanation as to why it was inadequate. (MPEP § 2144.03(C))

Applicant has not “specifically point[ed] out the supposed errors in the examiner’s action, which would include stating why the noticed fact is not considered to be common knowledge or well-known in the art.” Applicant’s broad request for references or affidavits to support Examiner’s statements of Official Notice amounts to nothing more than an unsupported challenge. Consequently, the statements of Official Notice made in the art rejection have been established as admitted prior art due to Applicant’s failure to adequately traverse the Examiner’s assertions of Official Notice. Therefore, Applicant has not sufficiently switched back to the Examiner the burden of supplying references in support of her assertions of Official Notice.

Also, Examiner notes that, as per MPEP § 2144.03(C), the statements of Official Notice made in the art rejection have been established as admitted prior art since Applicant has not traversed the Examiner’s assertions of Official Notice. More specifically, the following statements of Official Notice are now formally established on record as admitted prior art:

Official Notice is taken that it is old and well-known in the art of financial planning for a customer to request financial services from and submit payment electronically to the company assisting him/her with such requests over a network in order to quickly and efficiently facilitate transactions among remotely located parties.

Official Notice is taken that it is old and well-known in the art of price optimization to set a price for a product based on the prices set for comparable items. This allows a seller of the product to gauge a reasonable price of the product in its respective market.

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Official Notice is taken that it is old and well-known in the art of financial transactions to transfer funds online (e.g., over a network, such as the Internet). Such a practice quickly and efficiently facilitates financial transactions among remotely located parties.

Applicant argues that there would be no suggestion to implement Cincotta over a network for the reasons presented on pages 22-25 of Applicant's arguments. However, the Examiner respectfully disagrees. Cincotta's invention involves various parties. The use of networks for communications is notoriously old and well-known in the art of communications among various parties. As explained in the art rejection, the user's education information is uploaded to a central server for processing (¶¶ 22-24); therefore, Cincotta clearly has possession of networking capabilities. Additionally, *KSR International Co. v. Teleflex, Inc.*, 82 USPQ2d 1385 (U.S. 2007) outlines various rationale that may be used to establish a prima facie case of obviousness, including the predictability of results when combining multiple well-known prior art features. In the instance of the claimed network, the Examiner submits that communicating any type of data over a network yields expected benefits (such as those set forth in the art rejection). Applicant has provided no evidence to the contrary. (The Applicant argues these points on pages 34-35 as well.)

On page 27 of Applicant's arguments, Applicant argues that Cincotta fails to address the claimed "updating a database to reflect the SALE of said option." Applicant, however, admits that Cincotta updates option information when the option is

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exercised. The Examiner submits that the option sale must be recorded if the option information is to be "updated" when exercised. Otherwise, there would be no evidence that the option had been sold in the first place nor would be there any need to "update" the information (as opposed to creating a new record).

On pages 28-30 of Applicant's arguments, Applicant argues that while Cincotta teaches "using the sold options to determine what is needed to buy (forward) with the service providers (ie education service in the form of time)," Cincotta does not disclose "using these sold option to determine the option price for user in claim 30 which it depends." Applicant's argument is not clear. It is not understood what the asserted distinction between Cincotta and the claimed invention is. Furthermore, the claimed invention does not establish a clear time frame for the progression of claimed events.

On pages 35-36 of Applicant's arguments, Applicant argues that Cincotta does not teach that the option purchase is "payable to the selected institution" since Cincotta uses a middleman. First, the claimed invention does not preclude the existence of a middleman to facilitate payment between a participant and institution. Second, since the option is used to help fund future education costs, it is understood that the educational institution must eventually receive some payment for education costs. Third, the word "payable" only means "capable of being paid" and therefore does not positively recite that the institution is paid within the scope of the claimed invention.

Regarding claim 56, Applicant argues that Cincotta's timeframe does not correlate to the claimed timeframe of events (page 36 of Applicant's arguments);

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however, the Examiner respectfully reminds Applicant that the claimed invention does not clearly establish a timeframe of events.

Regarding claim 58, Applicant argues that Cincotta does not teach an exchange (page 37 of Applicant's arguments). The Examiner respectfully disagrees. An exchange is interpreted as a financial transaction in the claimed context. As explained in the art rejection, Cincotta carries out financial transactions.

Applicant also argues claim 59, which was amended and will be addressed in more detail in the revised art rejection below.

In conclusion, Applicant's arguments are not persuasive.

Claim Rejections - 35 USC § 112

4. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

5. Claims 36, 59, 65, and 71 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

Page 21 of Applicant's specification sets forth the following equation as "a suitable algorithm for calculating an appropriate option price":

$$\text{Option Price} = B * D * L * C * R * V$$

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This is the only explicitly disclosed equation for calculating an option price in the specification, as originally filed.

Claim 36 has been amended so that the option price is now calculated using the equation, $\text{Option price} = B \cdot D \cdot V$. There is no support in the application, as originally filed, for calculation of the option price based solely on the product of these three variables; therefore, the recently amended equation constitutes new matter.

Claim 59 has been amended so that the option price is now calculated using the equation, $\text{Option price} = B \cdot D \cdot V \cdot C$. There is no support in the application, as originally filed, for calculation of the option price based solely on the product of these four variables; therefore, the recently amended equation constitutes new matter.

Claim 65 has been amended so that the option price is now calculated using the equation, $\text{Option price} = B \cdot D \cdot V$. There is no support in the application, as originally filed, for calculation of the option price based solely on the product of these three variables; therefore, the recently amended equation constitutes new matter.

Claim 71 has been amended so that the option price is now calculated using the equation, $\text{Option price} = B \cdot D \cdot V$. There is no support in the application, as originally filed, for calculation of the option price based solely on the product of these three variables; therefore, the recently amended equation constitutes new matter.

6. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

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7. Claims 31, 61, and 67 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 31 recites that "said consideration is paid to said selected institution by said user." It is not clear to which previous recitation of consideration "said consideration" refers, especially since independent claim 1 uses the phrase "in consideration" as more of an adjective for the education option price (to describe how the option price is treated or thought of by the user) rather than as a synonym for "payment." Therefore, it is awkward to state the act of thinking about the option price is used to make payment. As best understood by the Examiner, "said consideration" should state "said outputted education option price" instead.

Similar issues arise in claims 61 and 67 in relation to their respective independent claims.

Appropriate correction is required.

Claim Rejections - 35 USC § 103

8. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

9. Claims 30-33, 35, 51, 54-56, 58, 60-64, 66-70, and 72 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cincotta (US 2002/0004782).

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Cincotta discloses a computer implemented method for user to contract a future education fee amount now for an education course and optionally paying for the said contracted education fee in future subject to gaining admission to said course, comprising steps:

[Claim 30] receiving education information from user (Fig. 1; ¶¶ 22-24, 40-65 -- The Beneficiary's information must be provided to the Administrating Company in order to determine accurate option prices);

said computer using said information from user connected to a computer having memory with a data structure stored in said memory, said data structure comprising first data representative of volatility of education course prices (¶¶ 22-24, 27-31 -- The premium is determined based on a measure of educational services that may be purchased, the amount of the strike price, the maturity date, and the option expiration date (all of which are stored in the participant's data record). When multiple institutions of varying educational costs are considered, an adjustment factor may be used to account for each institution's tuition cost deviation from the hypothetical norm. This information is also stored in the participant's data record. An expected deviation of tuition cost based on each institution is an example of a volatility of education course price);

said computer using said information with said first data, calculating an education option price in consideration to contract the future education fee amount as determined by the user (¶¶ 27-31, 33, 40-65 -- One of the categories used to assess a Beneficiary's

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probability of attending an educational institution in the future is MAJOR, which represents a type of course, as seen in ¶¶ 47 and 49);

outputting the education option price for consideration by the user (¶¶ 22-23, 33-34, 37 -- The Participant is made aware of the contract, thereby indicating that he/she is made aware of the education option price);

step for user to pay for the education option (¶¶ 32-33); and

updating said data structure with said education option having a right but not an obligation to pay said future education fee for a selected course on condition of being offered admission to the selected course by selected institution before commencement date of the selected course for said user (¶¶ 27-31, 33, 40-65 -- One of the categories used to assess a Beneficiary's probability of attending an educational institution in the future is MAJOR, which represents a type of course, as seen in ¶¶ 47 and 49);

[Claim 32] receiving an indication that a user has purchased the education option and updating a database to reflect sale of said option (¶¶ 27-31, 36, 68);

[Claim 35] receiving a request from a user to exercise the education option (¶ 68);

verifying said user has been admitted to the selected course (¶ 66); and

update the option's status (¶¶ 36, 68).

Regarding claim 30, Cincotta does not expressly teach that the user directly provides his/her information over a network; however, the user's education information is uploaded to a central server for processing, wherein the central server is connected to workstations and storage devices (¶¶ 22-24). Cincotta merely fails to explicitly state

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how the user communicates this information to the Administering Company. However, Official Notice is taken that it is old and well-known in the art of financial planning for a customer to request financial services from and submit payment electronically to the company assisting him/her with such requests over a network in order to quickly and efficiently facilitate transactions among remotely located parties [now admitted prior art]. Since the success of Cincotta's invention relies on the ability of the Administering Company to reach as large of a customer base as possible, the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to modify Cincotta such that the user directly provides his/her information over a network to the Administering Company in order to quickly and efficiently facilitate transactions among remotely located parties. This provides the users with the added convenience of not having to travel to the location of the Administering Company and its customer service representatives.

As per claim 31, Cincotta does not expressly disclose that said consideration (i.e., the outputted education option price) is paid to said selected institution by said user. However, Cincotta's administrating entity pays the service provider (e.g., the institution) at least a portion of the option price (¶¶ 17-19). Official Notice is taken that it was old and well-known in the art of business arrangements at the time of Applicant's invention to eliminate a middleman for certain transactions. Such a practice helps to reduce overhead costs in certain situations by eliminating a middleman/brokerage fee. Since elimination of a broker is common in financial instrument transactions (such as the options disclosed by Cincotta), the Examiner submits that it would have been

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obvious to one of ordinary skill in the art at the time of Applicant's invention to modify Cincotta to eliminate the administering entity in the aspect of payment, such that said consideration (i.e., the outputted education option price) is paid to said selected institution by said user in order to reduce overhead costs (including middleman/brokerage fees) often imposed on entities engaging in financial instrument transactions.

Regarding claim 33, Cincotta evaluates an education option sales price based on historical information regarding each Beneficiary and an Institution's statistics (§§ 40-65); however, Cincotta does not expressly teach the step of receiving education option sales information from an option database indicating a number of similar options that have been previously sold or written, and wherein the calculating steps use the option sales information in determining the option price. However, Official Notice is taken that it is old and well-known in the art of price optimization to set a price for a product based on the prices set for comparable items [now admitted prior art]. This allows a seller of the product to gauge a reasonable price of the product in its respective market [now admitted prior art]. Since Cincotta's Adminstrating Company benefits from an optimal option price (that maximizes the Adminstrating Company's profit while making the price reasonable enough that Participants can afford and be motivated to purchase the option), the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to modify Cincotta to perform the step of receiving education option sales information from an option database indicating a number of similar options that have been previously sold or written, and wherein the

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calculating steps use the option sales information in determining the option price in order to allow the Administering Company to more accurately gauge a reasonable price of the education option in its market.

As per claim 35, when an option is exercised and the Beneficiary has been accepted to an Institution and inherently its courses (§ 66), the Administering Company provides a voucher to the Participant who then presents it to the educational Institution (§§ 68-69), yet Cincotta does not expressly teach that upon verification of acceptance of the Beneficiary to a selected course, an online financial transaction to pay the contracted education fee contracted in the education option is performed. In other words, Cincotta does not explicitly state if the financial transaction is performed on- or off-line. However, Official Notice is taken that it is old and well-known in the art of financial transactions to transfer funds online (e.g., over a network, such as the Internet) [now admitted prior art]. Such a practice quickly and efficiently facilitates financial transactions among remotely located parties [now admitted prior art]. Since many educational institutions are located remotely from educational finance plan administrators and educational finance plan participants (e.g., parents and grandparents of a beneficiary), the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to modify Cincotta such that if acceptance of the Beneficiary to a selected course is verified, then performing an online financial transaction to pay the contracted education fee contracted in the education option in order to quickly and efficiently facilitate payment of the education voucher to the educational Institution.

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[Claims 51, 54-56, 58] Claims 51, 54-56, and 58 recite limitations already addressed by the rejection of claims 30-33 and 35 above; therefore, the same rejection applies. Furthermore, it should be noted that Cincotta discloses a central controller and software that perform its functionality (Fig. 1; ¶¶ 22-24).

Regarding claim 51, the options disclosed by Cincotta are interpreted as offers to lock a future education fee.

As per claim 54 and as seen in ¶¶ 22-23, 33-34, and 37 of Cincotta, the Participant is made aware of the contract, thereby indicating that he/she is made aware of the education option price. Also, Cincotta incorporates output devices, including a monitor and printer (¶ 22), yet Cincotta does not expressly disclose that the education option price and pricing information of different option offers relating to said course are displayed as output on the terminal. However, Official Notice is taken that it was old and well-known in the art of communications at the time of Applicant's invention to present available transaction options to a user via a display on a terminal. Visual displays often help facilitate more comprehensive understanding of presented material and more efficient decision-making related to processing of the presented material. Since Cincotta's participants are given the chance to purchase different options, the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to modify Cincotta to explicitly display the education option price and pricing information of different option offers relating to said course as output on the terminal in order to help facilitate more comprehensive understanding of available options and more efficient decision-making related to purchasing an option(s).

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Regarding claim 58, an exchange is interpreted as a financial transaction in the claimed context. As explained above, Cincotta carries out financial transactions.

[Claims 60-64] Claims 60-64 recite limitations already addressed by the rejection of claims 30-33, 35, 51, 54-56, and 58 above; therefore, the same rejection applies.

[Claims 66-70] Claims 66-70 recite limitations already addressed by the rejection of claims 30-33, 35, 51, 54-56, and 58 above; therefore, the same rejection applies.

[Claim 72] Claim 72 recites limitations already addressed by the rejection of claims 30-33, 35, 51, 54-56, and 58 above; therefore, the same rejection applies.

Allowable Subject Matter

10. Claims 36, 59, 65, and 71 would be allowable if rewritten to overcome the rejection(s) under 35 U.S.C. 112, 1st paragraph, set forth in this Office action and to include all of the limitations of the base claim and any intervening claims.

Conclusion

11. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

12. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Susanna M. Diaz whose telephone number is (571) 272-6733. The examiner can normally be reached on Monday-Friday, 8 am - 4:30 pm.

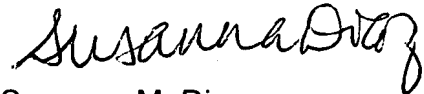
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on (571) 272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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A handwritten signature in black ink, reading "Susanna M. Diaz". The signature is written in a cursive, flowing style with a large, stylized 'S' and 'D'.

Susanna M. Diaz
Primary Examiner
Art Unit 3692

November 26, 2007